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Attorneys for Defendant and Counterclaimant
 Secure Data in Motion, Inc. d/b/a Sigaba

Attorneys for Plaintiff and Counterdefendant
 PostX LLC successor-in-interest to PostX
 Corporation

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

POSTX CORPORATION,

Plaintiff,

vs.

SECURE DATA IN MOTION, INC. d/b/a
 SIGABA,

Defendant.

Case Nos. C02-04483 SI and C03-0521

**STIPULATION TO EXONERATE
 BONDING COMPANY (CBIC);
 [PROPOSED] ORDER**

Date: n/a
 Time: n/a
 Dept: Courtroom 10, 19th Floor
 Judge: Hon. Susan Illston

AND RELATED COUNTERCLAIMS.

PostX Corporation which has merged into and otherwise become PostX LLC ("PostX")
 and Secure Data in Motion, Inc. d/b/a Sigaba ("Sigaba") hereby stipulate as follows:

WHEREAS, Plaintiff filed suit against Defendant: *PostX Corporation v. Secure Data In
 Motion, et al*, pending in the United States District Court for the Northern District of California,
 Case No. C03-0521 SI and Case No. C02-04483 SI (the "Litigation").

WHEREAS, since the entry of the Judgment, PostX Corporation has merged into and
 otherwise become PostX LLC. As the surviving entity of the merger, PostX LLC acquired all the
 assets and properties and assumed all of the liabilities and obligations of PostX Corporation. As
 the successor-in-interest to PostX Corporation, PostX LLC has the authority to bind its
 predecessor-in-interest PostX Corporation. Accordingly, PostX LLC has the right to collect all

STIP. TO EXONERATE BONDING CO. (CBIC);
 [PROPOSED] ORDER
 C02-04483 SI and C03-0521 SI

1 debts due to PostX Corporation, including the Outstanding Debt described herein.

2 WHEREAS, on March 21, 2006, the Court entered judgment in the Litigation in favor of
3 PostX and against Sigaba in the amount of \$450,000.00 ("the Judgment").

4 WHEREAS, Sigaba appealed the Judgment and posted an undertaking in the amount of
5 \$450,000 on August 3, 2006 with the Clerk of the United States District Court for the Northern
6 District of California to secure the Judgment pending outcome of the appeal. Said undertaking
7 was issued by Contractors Bonding and Insurance Company, a/k/a CBIC ("CBIC") in the amount
8 of \$450,000.00, Bond No. BB8288.

9 WHEREAS, the United States Court of Appeals for the Federal Circuit, by its August 17,
10 2007 Judgment, affirmed the March 21, 2006 Judgment of the United States District Court for the
11 Northern District of California and no other appellate action was taken by Sigaba.

12 WHEREAS, the Judgment is now due and payable to PostX (as well as statutory interest
13 and costs), and the Parties desire to execute certain documentation that will confirm full
14 satisfaction of the Judgment, including payment of a portion of the Judgment by CBIC, and to
15 exonerate CBIC from any and all claims that might arise from paying said portion of the
16 Judgment.

17 WHEREAS, in accord with the Judgment, Sigaba is required to pay PostX \$493,985.45
18 which includes interest up to and until March 21, 2008, and such interest will continue to accrue
19 on a daily basis until full payment is made ("Outstanding Debt").

20 WHEREAS, upon receipt of the funds in the amount of the Outstanding Debt, PostX
21 agrees to cause the Satisfaction of Judgment attached hereto as Exhibit A to be executed and
22 transmitted to counsel for Sigaba.

23 **IT IS HEREBY STIPULATED** by and between the parties hereto through their
24 respective attorneys of record that, subject to approval by the Court:

25 1. Upon payment of the Outstanding Debt, via wire transfer pursuant to the following
26 wire instructions: Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054, Beneficiary:
27 PostX Corporation, ABA #: 121140399, Account #: 3300461595 and Swift#: SVBKUS6S, the
28 Judgment shall be fully satisfied. Sigaba has advised PostX that its surety, CBIC will be paying

STIP. TO EXONERATE BONDING CO. (CBIC);
[PROPOSED] ORDER
C02-04483 SI and C03-0521 SI

1 \$450,000 of the Outstanding Debt as proceeds from CBIC Bond Number BB8288 dated May 17,
2 2006 and that the remainder of the Outstanding Debt shall be paid by Sigaba.

3 2. Upon PostX's receipt, by wire transfer to the above Silicon Valley Bank account of
4 \$450,000 from CBIC, CBIC Bond BB8288 shall be fully and finally exonerated and PostX and
5 Sigaba and their agents, employees, officers, directors, shareholders, partners, sureties, insurers,
6 predecessors, successors, assigns, as well as all parent, subsidiary and other predecessor,
7 successor and related companies, and attorneys, past and present, each release and forever
8 discharge Contractors Bonding and Insurance Company, a/k/a CBIC, and their agents, employees,
9 officers, directors, shareholders, partners, sureties, insurers, predecessors, successors, assigns, as
10 well as all parent, subsidiary and other predecessor, successor and related companies, and
11 attorneys, past and present, from any and all claims arising from or in any way related to CBIC
12 Bond Number BB8288 dated May 17, 2006.

13 3. Nothing herein should be construed as a release by PostX of Sigaba's obligation
14 to fully satisfy the Judgment plus interest and costs unless payment of the Outstanding Debt is
15 received by PostX on or before March 21, 2008.

16 DATED: March 17, 2008

FARELLA BRAUN & MARTEL LLP

17
18 By: 
19

Jeffrey M. Fisher, Esq.

20 Attorneys for Defendant
21 Secure Data in Motion, Inc. d/b/a Sigaba

22 DATED: March 17, 2008

PILLSBURY WINTHROP SHAW PITTMAN LLP

23
24 By: 
25

Dianne L. Sweeney, Esq.
26 Attorneys for Plaintiff PostX
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28

PURSUANT TO STIPULATION IT IS SO ORDERED:

Dated: _____



THE HONORABLE SUSAN ILLSTON
Judge of the United States District Court

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EXHIBIT A

**TO STIPULATION TO EXONERATE BONDING
COMPANY (CBIC)**

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James W. Morando, SBN 087896
2 Jeffrey M. Fisher, SBN. 155284
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PostX LLC successor-in-interest to PostX
Corporation

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 POSTX CORPORATION,

11 Plaintiff,

12 vs.

13 SECURE DATA IN MOTION, INC. d/b/a
14 SIGABA,

15 Defendant.

Case No. C03-0521 and C02-04483 SI

SATISFACTION OF JUDGMENT

16 AND RELATED COUNTERCLAIMS.

17
18 On March 20, 2006, judgment was entered in this matter against Secure Data in Motion,
19 Inc., d/b/a Sigaba ("Sigaba") in the form of judgment attached hereto as Exhibit A (the
20 "Judgment") and in favor of PostX Corporation, which has been merged with and into PostX
21 LLC under the name PostX LLC, a Delaware limited liability company ("PostX"). PostX, the
22 judgment creditor in the present action, having received full and complete satisfaction and
23 payment in the amount of \$493,985.45, including interest and satisfaction of the bill of costs in
24 the amount of \$400.46, releases Sigaba from the obligations of the Judgment and all other claims
25 for costs in the above action.

26 Dated: March __, 2008

27 _____
Joseph R. Tiffany II
28 Counsel for Plaintiff PostX

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5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA
7

8 POSTX CORPORATION,

No. C 03-0521 SI

9 Plaintiff,

JUDGMENT

10 v.

11 SECURE DATA IN MOTION, INC ET AL,

12 Defendant.
13 _____/

14 This action came on for trial before the jury, the Honorable Susan Illston, United States District
15 Judge presiding. The issues having been tried before the Court and special verdict rendered on March
16 17, 1006.

17 IT IS ORDERED AND ADJUDGED that pursuant to the findings, judgment shall be entered
18 in favor of POSTX and against SECURE DATA IN MOTION.

19
20 **IT IS SO ORDERED.**

21 Dated: 3/20/06

22 
23 SUSAN ILLSTON
24 United States District Judge
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5 IN THE UNITED STATES DISTRICT COURT
6 FOR THE NORTHERN DISTRICT OF CALIFORNIA
7

8 POSTX CORPORATION,

No. C 02-04483 SI

9 Plaintiff,

JUDGMENT

10 v.

11 SECURE DATA IN MOTION, INC ET AL,

12 Defendant.
13 _____

14 This action came on for trial before the jury, the Honorable Susan Illston, United States District
15 Judge presiding. The issues having been tried before the Court and special verdict rendered on March
16 17, 1006.

17 IT IS ORDERED AND ADJUDGED that pursuant to the findings, judgment shall be entered
18 in favor of POSTX and against SECURE DATA IN MOTION.
19

20 **IT IS SO ORDERED.**

21 Dated: 3/20/06

22 
23 SUSAN ILLSTON
24 United States District Judge
25
26
27
28

FILED

MAR 17 2006

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

POSTX CORPORATION,

No. C 02-4483 SI

No. C 03-0521 SI

Plaintiff,

SPECIAL JURY VERDICT

v.

**SECURE DATA MOTION, INC. d/b/a/
SIGABA,**

Defendant.

**SECURE DATA MOTION, INC. d/b/a/
SIGABA,**

Cross-Claimant,

v.

POSTX CORPORATION,

Cross-Defendant.

**We, the jury in the above captioned action, unanimously find the following Special Verdict
on the questions posed to us:**

I. PostX's claim against Sigaba for Misappropriation of Confidential Business Information:

Question No. 1: Did PostX prove, by a preponderance of the evidence, that PostX invested substantial time, skill or money in developing its confidential business information?

☒ Yes ☐ No

If your answer to Question No. 1 was "Yes," please answer the next question. If your answer to Question No. 1 was "No," please go to Question No. 6.

Question No. 2: Did PostX prove, by a preponderance of the evidence, that Sigaba obtained and used the confidential business information at little or no cost?

☒ Yes ☐ No

If your answer to Question No. 2 was "Yes," please answer the next question. If your answer to Question No. 2 was "No," please go to Question No. 6.

Question No. 3: Did PostX prove, by a preponderance of the evidence, that Sigaba used PostX's confidential business information without PostX's authorization or consent?

☒ Yes ☐ No

If your answer to Question No. 3 was "Yes," please answer the next question. If your answer to Question No. 3 was "No," please go to Question No. 6.

Question No. 4: Did PostX prove, by a preponderance of the evidence, that Sigaba's conduct injured PostX?

☒ Yes ☐ No

If your answer to Question No. 4 was "Yes," please answer the next question. If your answer to Question No. 4 was "No," please go to Question No. 6.

Question No. 5: What is the dollar amount of damages, if any, that PostX should be awarded as a result of Sigaba's misappropriation of confidential business information?

\$ 450,000

(Please answer the next question.)

II. Sigaba's Claim against PostX for Misappropriation of Confidential Business Information:

Question No. 6: Did Sigaba prove, by a preponderance of the evidence, that Sigaba invested substantial time, skill or money in developing its confidential business information?

☐ Yes ☒ No

If your answer to Question No. 6 was "Yes," please answer the next question. If your answer to Question No. 6 was "No," please go to Question No. 11.

Question No. 7: Did Sigaba prove, by a preponderance of the evidence, that PostX obtained and used the confidential business information at little or no cost?

☐ Yes ☐ No

If your answer to Question No. 7 was "Yes," please answer the next question. If your answer to Question No. 7 was "No," please go to Question No. 11.

Question No. 8: Did Sigaba prove, by a preponderance of the evidence, that PostX used Sigaba's confidential business information without Sigaba's authorization or consent?

☐ Yes ☐ No

If your answer to Question No. 8 was "Yes," please answer the next question. If your answer to Question No. 8 was "No," please go to Question No. 11.

Question No. 9: Did Sigaba prove, by a preponderance of the evidence, that PostX's conduct injured Sigaba?

☐ Yes ☐ No

If your answer to Question No. 9 was "Yes," please answer the next question. If your answer to Question No. 9 was "No," please go to Question No. 11.

Question No. 10: What is the dollar amount of damages, if any, that Sigaba should be awarded as a result of PostX's misappropriation of confidential business information?

\$ _____ (Please answer the next question.)

III. Sigaba's Claim against PostX for False Advertising:

Question No. 11: Did Sigaba prove, by a preponderance of the evidence, that a false statement of fact was made by PostX in a commercial advertisement about Sigaba's products?

☐ Yes ☒ No

If your answer to Question No. 11 was "Yes," please answer the next question. If your answer to Question No. 11 was "No," please go to the end of the verdict form, and sign and date it.

Question No. 12: Did Sigaba prove, by a preponderance of the evidence, that the statement was made to interfere with Sigaba's business?

☐ Yes ☐ No

If your answer to Question No. 12 was "Yes," please answer the next question. If your answer to Question No. 12 was "No," please go to the end of the verdict form, and sign and date it.

Question No. 13: Did Sigaba prove, by a preponderance of the evidence, that the statement actually deceived or had the tendency to deceive a substantial segment of the audience?

☐ Yes ☐ No

If your answer to Question No. 13 was "Yes," please answer the next question. If your answer to Question No. 13 was "No," please go to the end of the verdict form, and sign and date it.

Question No. 14: Did Sigaba prove, by a preponderance of the evidence, that the deception was material, in that it was the type of statement consumers would rely upon in making a purchasing decision?

☐ Yes ☐ No

If your answer to Question No. 14 was "Yes," please answer the next question. If your answer to Question No. 14 was "No," please go to the end of the verdict form, and sign and date it.

Question No. 15: Did Sigaba prove, by a preponderance of the evidence, that Sigaba was injured as a result of the statement, either by direct diversion of sales from Sigaba to PostX or by a lessening of the goodwill associated with Sigaba's products?

☐ Yes ☐ No

If your answer to Question No. 15 was "Yes," please answer the next question. If your answer to Question No. 15 was "No," please go to the end of the verdict form, and sign and date it..

Question No. 16: What is the dollar amount of damages, if any, that Sigaba should be awarded as a result of PostX's false advertising?

\$ _____

Dated:

3-17-06


FOREPERSON